Sect. 355; *Doyle v. Union Pacific R. R. Co.*, 147 U. S., 413; *Bowe v. Hunking*, 135 Mass., 380; *Franklin v. Brown*, 118 N. Y., 110. In support of the above it was said in *Bennett v. Sullivan*, 100 Me., 118, that "when a landlord leases a house to a tenant there is no implied warranty that such dwelling house is reasonably fit for habitation, and no obligation on the part of the landlord to make repairs on the leased premises unless he has made an express valid agreement to do so." On the other hand, in the case of *Ingalls v. Hobbs*, 156 Mass., 348, it was held that in a lease of a completely furnished dwelling house for a single season, at a summer watering place, there is an implied agreement that the house is fit for habitation without greater preparation than one hiring it for a short time might reasonably be expected to make in appropriating it to the use for which it was designed. But this case is generally repudiated, and a New Jersey case, *Land v. Fitzgerald*, 68 N. J. Law, 28, goes so far as to say that there is no implied duty on the owner of a house which is in an unsafe condition, to inform a proposed tenant that it is in a dangerous condition, and no action will lie against him for an omission to do so in the absence of express warranty or deceit.

MECHANICS' LIENS—ERECTION OF BUILDING.—MUNROE V. CLARK, 77 ATL., 696 (ME.).—*Held*, that when one contracts to furnish completed articles, like cut and fitted stones, for a building to be erected, and is to have no part in the erection of a building, his employees have no lien on the building for their labor in preparing and completing the articles.

Many states, among them Maine, hold that statutes creating mechanics' liens should be liberally construed. *De Witt v. Smith*, 63 Mo., 263; *Shaw v. Young*, 87 Me., 271; *Steger v. Arctic Refrigerating Co.*, 89 Tenn., 453. On the other hand, it is frequently laid down that such statutes are to be strictly construed. *Willard v. Magoon*, 30 Mich., 273; *Jersey County v. Davison*, 29 N. J. L., 415; *McCay's Appeal*, 37 Pa. St., 125. It is the use of the materials furnished and labor expended by the contractor, whereby the building becomes a part of the freehold, that gives the material man or laborer his lien under the statute. *Van Stone v. Stillwell Co.*, 142 U. S., 128; *Goodman v. Baerlocher*, 88 Wis., 287. Therefore, one who does work in his shop or elsewhere on materials to be used in the construction of the building, and so used, is entitled to a lien for such work. *Evans Marble Co. v. Trust Co.*, 101 Md., 210; *Howes v. Reliance Wire-works Co.*, 46 Minn., 44; *Parrish's Appeal*, 83 Pa. St., 111. Moreover, a workman may have a lien for his labor on material specially prepared at his shop, even though, owing to a dispute between the owner and the contractor, the material is not used. *Berger v. Turnbald*, 98 Minn., 163. But laborers making brick in a brick-yard of the contractor in his regular business have no lien on the house in which the bricks are laid. *Haynes v. Holland*, 48 S. W., 400 (Tenn.). It is not necessary that the parties furnishing materials should be also contractors or subcontractors for the erection or repair of the building. *Chapin v. Paper Works*, 30 Conn., 461. A lien is usually allowed for transportation of the material to be used in the construction of the building. *Fowler v. Pompelly*, 25

Ky. L. Rep., 615; *McKeen v. Haseltine,* 46 Minn., 426; *Hill v. Newman,* 38 Pa. St., 151; *Contra, Webster v. Real Estate Improvement Co.,* 140 Mass., 526.

MUNICIPAL CORPORATIONS—FRANCHISES—POWER OF REVOCATION.—CITY OF NEW YORK V. MONTAGUE, 124 N. Y. SUPP., 959—*Held,* that the franchise to operate a street railroad springs from the state, and not from the city where its lines lie, though it is essential that the consent of the municipal authorities should be secured, and hence the right to revoke the franchise rests in the state, and the municipality cannot move to compel a removal of such a company's tracks on the ground that they constitute a nuisance, not from operation in a manner not authorized by the grant, but for mere nonuser.

It is the general rule that the power to grant franchises is fixed in the sovereign state. *People's Railroad v. Memphis Railroad,* 10 Wall. (U. S.), 38; *The Denver & Swansea Railway Co. v. The Denver City Railway Co.,* 2 Colo., 673. But where the charter of the municipality derived from the state sanctions such an act, a city may grant a charter in the capacity of agent for the state. *Port of Mobile v. Louisville & Nashville R. R. Co.,* 84 Ala., 115. And it is well settled that a franchise having been granted by a state, the permission of the city granted to the corporation to exercise its charter rights is not a franchise, but a mere license. *Chicago City Railway Co. v. The People,* 73 Ill., 541. Moreover, in several states constitutional amendments have been passed prohibiting a grant of a franchise to a street railway without the consent of the municipal authorities. *Chicago City Railway Co. v. Story,* 73 Ill., 541. But a franchise once granted and accepted is in the nature of a contract, irrevocable by the state. *Dartmouth College v. Woodward,* 4 Wheat. (U. S.), 518. The same thing is true in case of a municipality, and consent once given to a franchise cannot, in absence of statute to the contrary, be withdrawn. *Africa v. City of Knoxville,* 70 Fed., 729. But where the public health or public morals are involved, the franchise is revocable by the state. *Butchers' Union Co. v. Crescent City Co.,* 111 U. S., 746.

MUNICIPAL CORPORATIONS—POLICE POWER—ORDINANCES.—CITY OF BUFFALO V. GEO. P. RAY MFG. CO., 124 N. Y. SUPP., 913.—*Held,* that the right to adopt ordinances in the exercise of a city's police power is limited only by the Constitution and statutes, and the reasonableness of the ordinance, without reference to whether it deals with a condition constituting a common law nuisance or not.

A municipality has such powers as the legislature thinks it wise to grant for the public good, either by special charter or general laws. *People v. Hill,* 7 Cal., 97. But it can exercise no power which is repugnant to the common or statute law of the state. *Haywood v. Savannah,* 12 Ga., 404. And in the exercise of police power, it must be fairly included in the grant. *Judy v. Lashley,* 50 W. Va., 628. A chartered municipal corporation may, by ordinance, duly enacted, not manifestly unreasonable or oppressive, nor unwarrantably discriminatory, prohibit things